

On joining the member automatically accepts and agrees to be bound by these conditions. Pay As You Go users automatically accept and agrees to be bound by these conditions or by virtue of using our services.

ACCESS

All visitors must register with K Leisure to use our services. Children must be registered by their parent or guardian. All visitors must record their attendance. Members are required to use their access pass to gain entry to each facility. Pay As You Go members will record their visit by purchasing an access ticket and using it.

All members must bring their access card to gain entry to the club. Access cards are available as keyrings with a barcode. Each member can generate a QR code in the K Leisure app to gain entry. All members must record a visit by swiping, no exceptions.

MINIMUM AGE POLICY

Access to the gym is for those aged 15 years and above. Photo ID is required for users under 18. Access to group fitness classes is for those aged 15 years and above. Teens aged 15-17 must completed a fitness induction prior to accessing the gym or fitness classes.

MEMBERSHIP CANCELLATION POLICIES

There is a 28-day notification period of your intention to cancel a monthly membership. Cancellation via phone call is not accepted. Members must complete a service termination form. Cancelling a direct debit with your bank is not valid notice as we are not informed of these cancellations, doing so will lead to debt accruing on your account. Members serve their notice to cancel via the online portal in Account > Contract Details > Click on your contract > Click End Contract. This must be done for linked accounts if you intend to cancel them as well.

If the notification period spills over into the next month, you will be billed for the full month. Your final billing details will be set out during when you end your contract via the portal.

If you purchase your membership online, you have 14 days to change your mind before you use your membership. If you use your membership within the 14 days cooling off period, you will waive your right to cooling off. Cooling off is only applicable to change of mind and non-use. K Leisure will waive the exclusion for services that have already started, i.e., you selected your membership to start immediately but did not use it.

Our terms and conditions will come into force automatically after the 14-day period has elapsed.

In person purchases of goods and services are not entitled to a cooling off period.

For information about your consumer rights relating to contracts please refer to <https://www.cccpc.ie/consumers/contracts-and-services/gym-contracts>

MEMBERSHIP FREEZE OPTION

You can freeze your membership for a minimum of one month's up to a maximum of 3 months. You can do this once per calendar year. Monthly members can only freeze for whole months. Suspension of your membership can only be granted with a prior written request from the member and approval from the management. Periods of non-use of the facilities cannot be backdated under any circumstances.

MONTHLY BILLING

Membership payments are due regardless of usage. New members agree to a minimum commitment of one full billing cycle, that is one payment must be collected before you can terminate. This contract automatically renews after the minimum period of 1 month and will continue unless cancelled by the member. We require 28 days written notification of your intention to cancel a monthly membership. Please note we cannot part bill a month if your next billing date falls within your notice period you will

be billed for the next full month and your membership will finish at the end of that month. Monthly membership billing is done via automated card payment.

TERMINATION OF MEMBERSHIP

Management reserve the right to terminate any membership for violation of any rules or regulations of the club, or for conduct deemed by the management to be detrimental to the safety and welfare, good order, or character of the facility, it's staff or its members and users.

TRANSFER OF MEMBERSHIP

Memberships may not be transferred or assigned to another person. Membership deposits and fees are not refundable under any circumstances. The registered member is the only person that can use the membership, no sharing is permitted.

REFUND POLICY

A refund for non-use of membership will not be granted under any circumstances.

Courses and fitness class bookings are paid in full and non-refundable. Pay As You Go fitness class bookings may be cancelled and a booking credit issued to your membership account make an alternate booking, only if the cancellation adheres to our cancellation policy.

Any request for refund should be made prior to your service booking commencing. Once a service booking has started requests for refunds will be rejected.

In circumstances where a customer has been advised to cease fitness activity by a medical professional, we can review a request for a credit for time missed due to illness or injury if it is accompanied by a dated medical note. Any request for a medical refund must be made to the club manager in writing.

RETURNS POLICY

Any product bought at K Leisure that is faulty should be returned accompanied with a receipt as proof of purchase. This should be done at the site the product was purchased at. Swimwear and accessories cannot be returned for hygiene reasons so please ensure you select the correct size clothing or accessory prior to purchase.

Products that have been purchased and are broken by use, and not due to defects, are not eligible for a refund.

FITNESS CLASSES

Gym membership includes the cost of fitness classes unless otherwise stated and will allow you to book classes in advance. Aqua Aerobics classes are included with adult swimming memberships. Classes are available for persons aged over 15 years only unless otherwise stated. 60 minutes notice is required to cancel a class booking. K Leisure operates a strike system for non-attendance of bookings. A strike is added if we do not have a record of your attendance (using your access swipe in the club). If you accumulate 2 strikes in 21 days, you are blocked from booking for 7 days. You can still attend a class, but you cannot book so classes may be full.

You must scan your access card or QR code to register attendance, no exceptions.

If less than 3 people are booked into a fitness class, at 30 mins before the class start time, the class will be automatically cancelled, and the participants notified by email or app push notification. Please book in advance to prevent this occurring.

SWIMMING POOL USE

All users of the swimming pool must use the showers before entering the pool. Swim caps must be worn. No outdoor footwear is permitted on the pool deck. Swimmers are encouraged to wear appropriate footwear on the pool deck and in the changing areas, flip flops are not advised for use in wet floor areas.

SAUNA AND STEAM ROOMS

The sauna and steam room are restricted to over 15's only. Please read the user guidelines for each facility before use. No shaving permitted in either area.

GYM AND AEROBIC STUDIO

A list of rules and regulations are in place in each of these areas, members must agree to comply with the regulations in each area.

HEALTH SCREENING

The member acknowledges that he/she is in good health and is not suffering from any illness or disease. The facility health screening status questionnaire must be completed and signed by all members in advance of using the facility.

MEMBERSHIP CARD and QR ACCESS CODES

Your membership card permits you to enter to the facility to the areas assigned to your membership type. The K Leisure app can generate a QR code that will allow you enter the club.

Under no circumstance may you permit any other person to use your card to gain entrance to the facility. Abuse of membership cards will result in membership termination. Lost keyring cards are replaced at a cost of €2 per card. Lost RFID credit cards are replaced at a fee of €4

FOOD AND DRINK

Food or drink, except water, is not permitted in any of the activity areas of the facility. Chewing gum is strictly prohibited.

MOBILE PHONES, CAMERAS, AND RECORDING EQUIPMENT

Mobile phones are prohibited for use in the changing rooms, spas, and swimming pool areas. Please respect other members right to privacy and to work out without being recorded or photographed. You are not permitted to take photos or record videos that contain personal data of others, especially if you intend to share your recordings with others. Recording or photographing members without their permission may result in termination of membership.

LOCKERS

Lockers must be used by all members to secure belongings. Lockers operate using a €1 coin or token to secure the locker, and it is returned when the locker is opened. The member acknowledges that the facility will not be responsible for the loss of any personal items or damage to personal property, either on the facility or in the facility car parking areas. Lost keys have a €10 lock and key replacement fee.

K Leisure accepts no responsibility for personal items that are brought into the clubs by members. K Leisure will not accept custody of personal items, you must use the lockers provided.

PERSONAL LIABILITY

Consideration: Being of lawful age and in consideration of being permitted to participate in the activity and services provided by K Leisure, Participants release and forever discharge K Leisure, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the member, which has been or may be sustained as a consequence of the members participation in activities and services, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of K Leisure.

The Participant acknowledges that the member does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in activities or service offered by K Leisure. If required, the Participant will obtain a medical examination and clearance.

REPAIRS

The facility management will use its best endeavours to ensure that all facilities, apparatus, and equipment are maintained in working order but accepts no responsibility to the member for failure or breakdown of any equipment or apparatus however caused. You must inform staff of any defect you notice or become aware of while using the facility, to allow our staff make good and safe any defects.

DISPUTES

In the event of any dispute arising between a member of the facility and the management of the facility, the decision of K Leisure management will be final.

AMENDMENTS

The management reserves the right to amend and add to these conditions as it sees fit and the member shall observe any amended or additional conditions or rules so made.

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MEMBERSHIP TYPES

Pay As You Go Membership

PAYG membership is available for all adults, students, golden years, and children to access our services on an ad-hoc basis. Payment is made for each visit by way of access tickets or bookings. It is free to register as a Pay As You Go member.

Adult membership

To qualify for membership, you must be aged between 18 years and older This membership allows one person to use our service. Adult membership is available for either all services or for swim only.

Golden years membership

To qualify for membership, you must be aged 60 year or older This membership allows one person to use our service. ID is required when enrolling for this membership.

Couple membership

This gives a family the opportunity to jointly purchase memberships. There will be a primary and a linked member. Payments are assigned to the primary member. Each member will receive an individual membership card. If the primary member fails to make the monthly payment, both memberships will be withdrawn. All changes to the membership must be made by the primary member.

Student membership

To qualify for student membership, you must be aged 15-17, or be enrolled in full-time education programmes if over 18 years old. Part-time and professional education programmes are not valid for student memberships. If under 18 we require photo ID. Production of a valid student ID with expiry date on the card or dated proof of enrolment is required to purchase these memberships if you are over 18 years old.

Corporate membership

This entitles groups of 5 or more people from the same organisation to take out a membership with corporate rates. All members are required to be enrolled in a corporate programme, as opposed to 5 people from a company being ordinary members. Normally each member will pay for their own membership once enrolled in the corporate programme. Companies may request to pay by invoice on behalf of a member.

Child membership

To qualify for child membership, you must be aged 3-14. Child memberships are only available when linked to an adult membership. All children aged under 12 years of age must be accompanied by an

adult who will remain in the centre, and children under 8 must be accompanied by an adult in the water unless the child is participating in a swimming lesson. Children are only able to access the pool during specified hours which will be available to view online in our timetable section.

Teen membership

To qualify for teen membership, you must be aged 15-17. Teen memberships are only available when linked to an adult membership. Teen memberships permit access to the gym and fitness classes. Teen members are required to complete a fitness assessment and induction with a trainer prior to using the gym or attending fitness classes. Teens are only able to access the pool during specified hours, which will be available to view online in our timetable section.

PRIVACY POLICY

A copy of our privacy is available online at <https://www.kildareleisure.ie/privacy-policy>